

## Customer Agreement

- 1. AGREEMENT.** In this Registration Agreement ("Agreement") "you" and "your" refer to each customer, "we", "us" and "our" refer to Bombora Technologies Pty Ltd and "Services" refers to the domain name registration provided by us as offered through Bombora Technologies Pty Ltd, the Registration Service Provider ("RSP"). This Agreement explains our obligations to you, and explains your obligations to us for various Services. By selecting Bombora Technologies service(s) you have agreed to establish an account with us for such services. When you use your account or permit someone else to use your account to purchase or otherwise acquire access to additional Bombora Technologies service(s) or to modify or cancel your Bombora Technologies service(s) (even if we were not notified of such authorization), this Agreement covers any such service or actions. Any acceptance of your application(s) for our services and the performance of our services will occur at our offices in Melbourne, Australia, the location of our principal place of business.
- 2. SECURITY.** When you register a domain name with us, we provide you with a password that can be used to modify your domain information. It is your responsibility to safeguard your password. You accept full responsibility for modifications made to your domain using this password.
- 3. SELECTION OF A DOMAIN NAME.** You represent that, to the best of the your knowledge and belief, neither the registration of the SLD name nor the manner in which it is directly or indirectly used infringes the legal rights of a third party and that the Domain Name is not being registered for any unlawful purpose.
- 4. FEES.** As consideration for the services you have selected, you agree to pay to us, or your respective RSP who remits payment to us on your behalf, the applicable service(s) fees. All fees payable hereunder are nonrefundable.
- 5. ACCURATE INFORMATION.** As further consideration for the Services, you agree to: (1) provide certain current, complete and accurate information about you as required by the registration process and (2) maintain and update this information as needed to keep it current, complete and accurate. (3) respond within fifteen (15) calendar days to a request by us to update or confirm the accuracy of your information. All such information shall be referred to as account information ("Account Information"). You, by completing and submitting this Agreement represent that the statements in your application are true. Any failure by you to provide or update such information or to respond to our request is a material breach of this Agreement.
- 6. TERM.** You agree that the Registration Agreement will remain in full force during the length of the term of your Domain Name Registration. Should you choose to renew or otherwise lengthen the term of your Domain Name Registration, then the term of this Registration Agreement will be extended accordingly. This Agreement will remain in full force during the length of the term of your Domain Name Registration as selected, recorded, and paid for upon registration of the Domain Name. Should you choose to renew or otherwise lengthen the term of your Domain Name Registration, then the term of this Registration Agreement will be extended accordingly. Should you transfer your domain name or should the domain name otherwise be transferred due to another Registrar, the terms and conditions of this contract shall cease and shall be replaced by the contractual terms in force for the purpose of registering domain names then in force between SLD holders and the new Registrar.
- 7. MODIFICATIONS TO AGREEMENT.** You agree, during the period of this Agreement, that we may: (1) revise the terms and conditions of this Agreement; and (2) change the services provided under this Agreement. Any such revision or change will be binding and effective immediately on posting of the revised Agreement or change to the service(s) on our web site, or on notification to you by e-mail or regular mail as per the Notices section of this agreement. You agree to review our web site, including the Agreement, periodically to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice by e-mail or regular mail as per the Notices section of this agreement. Notice of your termination will be effective on receipt and processing by us. You agree that, by continuing to use the Services following notice of any revision to this Agreement or change in service(s), you shall abide by any such revisions or changes. You further agree to abide by the ICANN Uniform Dispute Resolution Policy ("Dispute Policy") as amended from time to time. You agree that, by maintaining the reservation or registration of your domain name after modifications to the Dispute Policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modifications, you may request that your domain name

be deleted from the domain name database.

- 8. THIRD PARTY INFORMATION.** You represent and warrant that you have provided notice to, and obtained consent from, any third party individuals whose personal data you supply to us as part of our services with regard to:
1. the purposes for which such third party's personal data has been collected;
  2. the intended recipients or categories of recipients of the third party's personal data;
  3. which parts of the third party's data are obligatory and which parts, if any, are voluntary; and
  4. how the third party can access and, if necessary, rectify the third party's personal data.

You further agree to provide such notice and obtain such consent with regard to any third party personal data you supply to us in the future. We are not responsible for any consequences resulting from your failure to provide notice or receive consent from such individuals or for your providing outdated, incomplete or inaccurate information.

- 9. LICENSING OF DOMAIN NAME.** If you license the use of the domain name or our domain name registration services to a third party, you will remain our Customer and you are responsible for complying with all terms and conditions of this Agreement.
- 10. MODIFICATIONS TO YOUR ACCOUNT.** In order to change any of your account information with us, you must use your Account Identifier and Password that you selected when you opened your account with us. Please safeguard your Account Identifier and Password from any unauthorized use. In no event will we be liable for the unauthorized use or misuse of your Account Identifier or Password.
- 11. DOMAIN NAME DISPUTE POLICY.** If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the Dispute Policy which is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found at <http://www.icann.org/udrp/>. Please take the time to familiarize yourself with this policy.
- 12. DOMAIN NAME DISPUTES.** The Dispute Policy is currently as follows: Notwithstanding anything in this Agreement to the contrary, you agree that in the event a domain name dispute arises with any third party, (i) you will submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts of your domicile and of Melbourne, Australia; and (ii) you will indemnify and hold us harmless pursuant to the terms and conditions set forth below in this Agreement. If we are notified that a complaint has been filed with a judicial or administrative body regarding your domain name registration or your use of our domain name registration services, you will not be permitted to make any changes to your domain name record without our prior approval. We will not allow you to make changes to such domain name record until: (1) we are directed to do so by the judicial or administrative body, or (2) we receive written notification by you and the other party contesting your registration or use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if we and/or you are subject to litigation regarding your registration or use of our domain name registration services, we may deposit control of your domain name record into the registry of the judicial or administrative body by supplying a party with a registrar certificate from us.
- 13. EXPIRATION OF DOMAIN NAME REGISTRATIONS.** You agree that we may, but are not obligated to, allow you to renew your domain name after its expiration date has passed. Should you choose not to renew your domain name during any applicable grace period, you agree that we may, in our sole discretion, renew and transfer the domain name to a third party on your behalf (the "Transfer"). In the event we are able to identify such a third party ("Third Party") and effectuate such a Transfer, we will notify you via e-mail after the transaction is completed ("Transfer Notification"). You acknowledge and agree that the Transfer may be facilitated through a single Third Party, or through an auction involving one or more parties interested in your domain name. You agree that we shall have no obligation to pay you, and you shall have no right to receive, any percentage of the proceeds of the Transfer. We cannot guarantee, and we make no representation or promise, that any Direct Transfer will occur with respect to your domain name.
- 14. DOMAIN DELETION POLICY.** Upon expiry Bombora Technologies Pty Ltd may hold the domain for up to 40 days from the date of expiry a Registrant may renew or transfer the domain within this period. Once

deleted the domain will enter a Redemption grace period (RGP) for an additional 30 days, during this period the domain may be restored upon request by the domain Registrant. Bombora Technologies Pty Ltd reserves the right to charge a restoration fee of \$175 USD to cover any costs incurred when recovering the domain name from RGP.

- 15. ICANN POLICY.** You agree that your registration of the SLD name shall be subject to suspension, cancellation, or transfer pursuant to any ICANN-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with an ICANN-adopted policy, (1) to correct mistakes by Registrar or the Registry in registering the name or (2) for the resolution of disputes concerning the SLD name.
- 16. AGENCY.** Should you intend to license use of a domain name to a third party you shall nonetheless be the SLD holder of record and are therefore responsible for providing your own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the SLD. You shall accept liability for harm caused by wrongful use of the SLD, unless you promptly disclose the identity of the licensee to the party providing you reasonable evidence of actionable harm. You also represent that you have provided notice of the terms and conditions in this Agreement to the third party and that the third party agrees to the terms of Disclosure and Use of Registration Information.
- 17. ANNOUNCEMENTS.** We and the RSP reserve the right to distribute information to you that is pertinent to the quality or operation of our services and those of our service partners. These announcements will be predominately informative in nature and may include notices describing changes, upgrades, new products or other information to add security or to enhance your identity on the Internet.
- 18. LIMITATION OF LIABILITY.** You agree that our entire liability, and your exclusive remedy, with respect to any Services(s) provided under this Agreement and any breach of this Agreement is solely limited to the amount you paid for such Service(s). We and our contractors shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the Services or for the cost of procurement of substitute services. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states, our liability is limited to the extent permitted by law. We disclaim any and all loss or liability resulting from, but not limited to: (1) any failure or inability to register the domain name; (2) any third party claims arising from or based on your domain name or use of our services; (3) loss or liability resulting from access delays or access interruptions; (4) loss or liability resulting from data non-delivery or data mis-delivery; (5) loss or liability resulting from acts of God; (6) loss or liability resulting from the unauthorized use or misuse of your account identifier or password; (7) loss or liability resulting from errors, omissions, or misstatements in any and all information or services(s) provided under this Agreement; (8) loss or liability resulting from the interruption of your Service. 9) the application of the ICANN UDRP or the Dispute Policy. You agree that we will not be liable for any loss of registration and use of your domain name, or for interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if we have been advised of the possibility of such damages. In no event shall our maximum liability exceed five hundred (\$500.00) dollars.
- 19. INDEMNITY.** You agree to release, indemnify, and hold us, our contractors, agents, employees, officers, directors and affiliates harmless from all liabilities, claims and expenses, including attorney's fees, of third parties relating to or arising under this Agreement, the Services provided hereunder or your use of the Services, including without limitation infringement by you, or someone else using the Service with your computer, of any intellectual property or other proprietary right of any person or entity, or from the violation of any of our operating rules or policy relating to the service(s) provided. You also agree to release, indemnify and hold us harmless pursuant to the terms and conditions contained in the Dispute Policy. When we are threatened with suit by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a breach of your Agreement and may result in deactivation of your domain name. In addition, in the event we are made a party to any claim, suit or action by you which is unsuccessful or by a third party in each case relating to or arising from your domain name registration or use of your domain name or the Bombora Technologies services provided hereunder, you will reimburse us, at a reasonable rate, for all personnel time and expenses expended by us in response to such claim, suit or action including without limitation, all attorney fees and expenses incurred by us with respect to such response. In addition, you agree to indemnify and hold harmless the applicable registry operator and its directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and

expenses (including reasonable legal fees and expenses) arising out of or related to your domain name registration.

- 20. TRANSFERS.** You agree that you may not transfer your domain name registration to another domain name registrar during the first sixty (60) days from the effective date of your initial domain name registration with us (except for .au and .name domain names). You also agree that a domain name transfer fee of \$25 will immediately become due and payable upon your application to transfer the domain (except for .au and .name domain names). This fee must be paid prior to transferring the domain to another registrar (except for .au and .name domain names).
- 21. TRANSFER OF OWNERSHIP.** The person named as administrative contact at the time the controlling user name and password are secured shall be the owner of the domain name. You agree that prior to transferring ownership of your domain name to another person (the Transferee") you shall require the Transferee to agree, in writing to be bound by all the terms and conditions of this Agreement. Your domain name will not be transferred until we receive such written assurances or other reasonable assurance that the Transferee has been bound by the contractual terms of this Agreement (such reasonable assurance as determined by us in our sole discretion) along with the applicable transfer fee. If the Transferee fails to be bound in a reasonable fashion (as determine by us in our sole discretion) to the terms and conditions in this Agreement, any such transfer will be null and void.
- 22. AUTO-RENEWAL.** If authorised, we will attempt to renew the registration of a domain approximately 75 days prior to its expiry date. The renewal is for a one-year term and extends the existing registration period. For example, if the expiry date for your domain name is September 1, 2009, the new expiry date will be September 1, 2010. You are also authorising and consenting to us attempting to automatically charge your credit card the then-current retail price for such two-year renewal. The automatic renewal service is provided as a convenience for you but in no way guarantees a desired renewal. It is your obligation to affirmatively renew any desired domain. In addition, Bombora Technologies has no obligation to attempt to renew your domain if your most recent credit card on file with us for your account is not accepted according to Bombora Technologies's payment processing systems. After your domains have been successfully renewed, you will receive a confirmation e-mail. Note: The Auto-renewal process requires a valid credit card to be kept on file in your account. You will be notified if the Auto-renewal transaction is declined for any reason.
- 23. BREACH.** You agree that failure to abide by any provision of this Agreement, any operating rule or policy, the ICANN UDRP or the Dispute Policy provided by us, may be considered by us to be a material breach and that we may provide a written notice, describing the breach, to you. If within thirty (10) calendar days of the date of such notice, you fail to provide evidence, which is reasonably satisfactory to us, that you have not breached your obligations under the Agreement, then we may delete the registration or reservation of your domain name. We will not refund any fees paid by you prior to the termination of your Agreement due to your breach. Any such breach by you shall not be deemed to be excused simply because we did not act earlier in response to that, or any other breach by you.
- 24. NO GUARANTY.** You agree that, by registration or reservation of your chosen domain name, such registration or reservation does not confer immunity from objection to either the registration, reservation, or use of the domain name.
- 25. REPRESENTATIONS AND WARRANTIES.** You agree and warrant that: (1) the information that you or your agent on your behalf provide to us during the application process to register your domain name is, accurate and complete, and that any future changes to this information will be provided to us in a timely manner; (2) to the best of your knowledge and belief neither the registration of your domain name nor the manner in which you intend to use such domain name will directly or indirectly infringe the legal rights of any third party; (3) you have all requisite power and authority to execute this Agreement and to perform your obligations hereunder; (4) you have selected the necessary security option(s) for your domain name registration record; and (5) you are of legal age to enter into this Agreement. You agree that your use of our service(s) is solely at your own risk. You agree that all of our services are provided on an "as is," and "as available" basis.
- 26. DISCLAIMER OF WARRANTIES.** You agree that your use of our Services is solely at your own risk. You agree that such Service(s) is provided on an "as is," "as available" basis. We expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the

Services will meet your requirements, or that the Service(s) will be uninterrupted, timely, secure, or error free; nor do we make any warranty as to the results that may be obtained from the use of the Service(s) or as to the accuracy or reliability of any information obtained through the Service or that defects in the Service will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of Service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data. We make no warranty regarding any goods or services purchased or obtained through the Service or any transactions entered into through the Service. No advice or information, whether oral or written, obtained by you from us or through the Service shall create any warranty not expressly made herein.

**27. DISCLOSURE AND USE OF REGISTRATION INFORMATION.** You agree and acknowledge that we will make domain name registration information you provide available to ICANN, to the registry administrators, and to other third parties as ICANN and applicable laws may require or permit. You further agree and acknowledge that we may make publicly available, or directly available to third party vendors, some, or all, of the domain name registration information you provide, for purposes of inspection (such as through our WHOIS service) or other purposes as required or permitted by ICANN and the applicable laws. You hereby consent to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of, information provided by you in connection with the registration of a domain name (including any updates to such information), whether during or after the term of your registration of the domain name. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of your domain name registration information by us. Bombora Technologies has the right to disclose to the public the following mandatory information that you are required to provide when registering or reserving a domain name:

1. the domain name(s) registered by you;
2. your name and postal address;
3. the name(s), postal address(es), e-mail address(es), voice telephone number(s) and where available the fax number(s) of the technical and administrative contacts for your domain name(s);
4. the Internet protocol numbers of the primary nameserver and secondary nameserver(s) for such domain name(s);
5. the corresponding names of those nameserver(s);
6. the original creation date of the registration; and
7. the expiration date of the registration.

We, as are all accredited domain name registrars, are also required to make this information available in bulk form to third parties who agree not to use it to (a) allow, enable or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (spam) or (b) enable high volume, automated, electronic processes that apply to our systems to register domain names. You may access your domain name registration information in our possession to review, modify or update such information, by accessing our domain manager service, or similar service, made available by us through your RSP. We will not process data about any identified or identifiable natural person that we obtain from you in a way incompatible with the purposes and other limitations which we describe in this Agreement. We will take reasonable precautions to protect the information we obtain from you from our loss, misuse, unauthorized access or disclosure, alteration or destruction of that information.

**28. REVOCATION.** Your wilful provision of inaccurate or unreliable information, your wilful failure promptly to update information provided to us, or your failure to respond for over fifteen calendar days to inquiries by us concerning the accuracy of contact details associated with the your registration shall constitute a material breach of this Agreement and be a basis for cancellation of the SLD registration.

**29. RIGHT OF REFUSAL.** We, in our sole discretion, reserve the right to refuse to register or reserve your chosen domain name or register you for other Services within thirty (30) calendar days from receipt of your payment for such services. In the event we do not register or reserve your domain name or register you for other Services, or we delete your domain name or other Services within such thirty (30) calendar day period, we agree to refund your applicable fee(s). You agree that we shall not be liable to you for loss

or damages that may result from our refusal to register, reserve, or delete your domain name or register you for other Services.

- 30. SEVERABILITY.** You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.
- 31. NON-AGENCY.** Nothing contained in this Agreement or the Dispute Policy shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.
- 32. NON-WAIVER.** Our failure to require performance by you of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by us of a breach of any provision hereof be taken or held to be a waiver of the provision itself.
- 33. NOTICES.** Any notice, direction or other communication given under this Agreement shall be in writing and given by sending it via e-mail or via regular mail. In the case of e-mail, valid notice shall only have been deemed to have been given when an electronic confirmation of delivery has been obtained by the sender. In the case of e-mail notification to us or to the RSP to legal@bomboraregistrar.com or, in the case of notice to you, at the e-mail address provided by you in your WHOIS record. Any e-mail communication shall be deemed to have been validly and effectively given on the date of such communication, if such date is a business day and such delivery was made prior to 4:00 p.m. EST, otherwise it will be deemed to have been delivered on the next business day. In the case of regular mail notice, valid notice shall be deemed to have been validly and effectively given 5 business days after the date of mailing and, in the case of notification to us or to the RSP shall be sent to: Bombora Technologies Level 8, 10 Queens Road Melbourne, Victoria 3004 and in the case of notification to you shall be to the address specified in the "Administrative Contact" in your WHOIS record.
- 34. ENTIRETY.** You agree that this Agreement, the rules and policies published by us and the Dispute Policy are the complete and exclusive agreement between you and us regarding our Services. This Agreement and the Dispute Policy supersede all prior agreements and understandings, whether established by custom, practice, policy or precedent.
- 35. GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE STATE LAWS OF VICTORIA AND THE FEDERAL LAWS OF AUSTRALIA APPLICABLE THEREIN WITHOUT REFERENCE TO RULES GOVERNING CHOICE OF LAWS. ANY ACTION RELATING TO THIS AGREEMENT MUST BE BROUGHT IN VICTORIA AND YOU IRREVOCABLY CONSENT TO THE JURISDICTION OF SUCH COURTS.
- 36. INFANCY.** You attest that you are of legal age to enter into this Agreement.
- 37. ACCEPTANCE OF AGREEMENT.** YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF THE SERVICE AND ARE NOT RELYING ON ANY REPRESENTATION AGREEMENT, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.